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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 TRANSAMERICA LIFE  
11 INSURANCE COMPANY, a  
corporation

12 Plaintiff-in-Interpleader

13 v.

14 ELIZABETH AVILA, an individual,  
15 CARMEN CHAVEZ, an individual,  
and DOES 1-20, inclusive

16 Defendants-in Interpleader.

Case No. 2:22-cv-08371-SVW-PD  
(Hon. Patricia Donahue)

**STIPULATED PROTECTIVE  
ORDER<sup>1</sup>**

Complaint Filed: November 16, 2022

17 1. A. PURPOSES AND LIMITATIONS

18 Discovery in this action is likely to involve production of confidential,  
19 proprietary, or private information for which special protection from public  
20 disclosure and from use for any purpose other than prosecuting this litigation may be  
21 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
22 the following Stipulated Protective Order. The parties acknowledge that this Order  
23 does not confer blanket protections on all disclosures or responses to discovery and  
24 that the protection it affords from public disclosure and use extends only to the  
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28 <sup>1</sup> This Stipulated Protective Order is substantially based on the model protective  
order provided under Magistrate Judge Patricia Donahue's Procedures.

1 limited information or items that are entitled to confidential treatment under the  
2 applicable legal principles.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve private and confidential non-party and party  
5 information and confidential commercial and corporate information, including but  
6 not limited to trade secrets, commercial, financial and/or proprietary information of  
7 Plaintiff for which special protection from public disclosure and from use for any  
8 purpose other than prosecution of this action is warranted. Such confidential and  
9 proprietary materials and information consist of, among other things, confidential  
10 business or financial information, information regarding confidential business  
11 practices, or other confidential research, development, or commercial information  
12 (including information implicating privacy rights of third parties), information  
13 otherwise generally unavailable to the public, or which may be privileged or  
14 otherwise protected from disclosure under state or federal statutes, court rules, case  
15 decisions, or common law. Accordingly, to expedite the flow of information, to  
16 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
17 to adequately protect information the parties are entitled to keep confidential, to  
18 ensure that the parties are permitted reasonable necessary uses of such material in  
19 preparation for and in the conduct of trial, to address their handling at the end of the  
20 litigation, and to serve the ends of justice, a protective order for such information is  
21 justified in this matter. It is the intent of the parties that information will not be  
22 designated as confidential for tactical reasons and that nothing be so designated  
23 without a good faith belief that it has been maintained in a confidential, non-public  
24 manner, and there is good cause why it should not be part of the public record of this  
25 case

26 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

27 The parties further acknowledge, as set forth in Section 12.3, below, that this  
28 Stipulated Protective Order does not entitle them to file confidential information

1 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
2 the standards that will be applied when a party seeks permission from the court to  
3 file material under seal.

4 There is a strong presumption that the public has a right of access to judicial  
5 proceedings and records in civil cases. In connection with non-dispositive motions,  
6 good cause must be shown to support a filing under seal. See Kamakana v. City and  
7 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors  
8 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics,  
9 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
10 good cause showing), and a specific showing of good cause or compelling reasons  
11 with proper evidentiary support and legal justification, must be made with respect to  
12 Protected Material that a party seeks to file under seal. The parties' mere designation  
13 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
14 submission of competent evidence by declaration, establishing that the material  
15 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
16 protectable—constitute good cause.

17 Further, if a party requests sealing related to a dispositive motion or trial, then  
18 compelling reasons, not only good cause, for the sealing must be shown, and the  
19 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
20 See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
21 item or type of information, document, or thing sought to be filed or introduced under  
22 seal in connection with a dispositive motion or trial, the party seeking protection  
23 must articulate compelling reasons, supported by specific facts and legal  
24 justification, for the requested sealing order. Again, competent evidence supporting  
25 the application to file documents under seal must be provided by declaration.

26 Any document that is not confidential, privileged, or otherwise protectable in  
27 its entirety will not be filed under seal if the confidential portions can be redacted. If  
28 documents can be redacted, then a redacted version for public viewing, omitting only

1 the confidential, privileged, or otherwise protectable portions of the document, shall  
2 be filed. Any application that seeks to file documents under seal in their entirety  
3 should include an explanation of why redaction is not feasible.

4  
5 2. DEFINITIONS

6 2.1 Action: *Transamerica Life Insurance Company v. Elizabeth*  
7 *Avila, et al.*, Case No. 2:22-cv-08371-SVW-PD.

8 2.2 Challenging Party: a Party or Non-Party that challenges  
9 the designation of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
11 how it is generated, stored or maintained) or tangible things that qualify for  
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
13 Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or  
17 items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced or  
22 generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
25 an expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside  
28 counsel.

1           2.9    Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10   Outside Counsel of Record: attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm which  
6 has appeared on behalf of that party, and includes support staff.

7           2.11   Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, applicable third-party administrators, and  
9 Outside Counsel of Record (and their support staffs).

10          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13   Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14   Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

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21    3.    SCOPE

22           The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or  
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
25 compilations of Protected Material; and (3) any testimony, conversations, or  
26 presentations by Parties or their Counsel that might reveal Protected Material.

27           Any use of Protected Material at trial shall be governed by the orders of the  
28 trial judge. This Order does not govern the use of Protected Material at trial.

1       4.     DURATION

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order will remain in effect until a Designating Party agrees otherwise  
4 in writing or a court order otherwise directs. Final disposition will be deemed to be  
5 the later of (1) dismissal of all claims and defenses in this Action, with or without  
6 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
7 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
8 limits for filing any motions or applications for extension of time pursuant to  
9 applicable law.

10          Once a case proceeds to trial, information that was designated as  
11 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
12 as an exhibit at trial becomes public and will be presumptively available to all  
13 members of the public, including the press, unless compelling reasons supported by  
14 specific factual findings to proceed otherwise are made to the trial judge in advance  
15 of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause”  
16 showing for sealing documents produced in discovery from “compelling reasons”  
17 standard when merits-related documents are part of court record). Accordingly, for  
18 materials used at trial, compelling reasons supported by specific factual findings to  
19 proceed otherwise are made to the trial judge in advance of the trial.

20  
21       5.     DESIGNATING PROTECTED MATERIAL

22           5.1   Exercise of Restraint and Care in Designating Material for Protection.

23       Each Party or Non-Party that designates information or items for protection under  
24 this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. The Designating Party must designate for  
26 protection only those parts of material, documents, items, or oral or written  
27 communications that qualify so that other portions of the material, documents, items,  
28 or communications for which protection is not warranted are not swept unjustifiably

1 within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations  
3 that are shown to be clearly unjustified or that have been made for an improper  
4 purpose (e.g., to unnecessarily encumber the case development process or to impose  
5 unnecessary expenses and burdens on other parties) may expose the Designating  
6 Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it  
8 designated for protection do not qualify for protection, that Designating Party must  
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in  
11 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
12 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
13 under this Order must be clearly so designated before the material is disclosed or  
14 produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic  
17 documents, but excluding transcripts of depositions or other pretrial or trial  
18 proceedings), that the Producing Party affix at a minimum, the legend  
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
20 contains protected material. If only a portion or portions of the material on a page  
21 qualifies for protection, the Producing Party also must clearly identify the protected  
22 portion(s) (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection  
24 need not designate them for protection until after the inspecting Party has indicated  
25 which documents it would like copied and produced. During the inspection and  
26 before the designation, all of the material made available for inspection shall be  
27 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
28 documents it wants copied and produced, the Producing Party must determine which



documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.



1           6.3    The burden of persuasion in any such challenge proceeding shall be on  
2   the Designating Party. Frivolous challenges, and those made for an improper purpose  
3   (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
4   expose the Challenging Party to sanctions. Unless the Designating Party has waived  
5   or withdrawn the confidentiality designation, all parties shall continue to afford the  
6   material in question the level of protection to which it is entitled under the Producing  
7   Party's designation until the Court rules on the challenge.

8   7.   ACCESS TO AND USE OF PROTECTED MATERIAL

9           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
10   disclosed or produced by another Party or by a Non-Party in connection with this  
11   Action only for prosecuting, defending, or attempting to settle this Action. Such  
12   Protected Material may be disclosed only to the categories of persons and under the  
13   conditions described in this Order. When the Action has been terminated, a  
14   Receiving Party must comply with the provisions of section 13 below (FINAL  
15   DISPOSITION).

16           Protected Material must be stored and maintained by a Receiving Party at a  
17   location and in a secure manner that ensures that access is limited to the persons  
18   authorized under this Order.

19           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
20   otherwise ordered by the court or permitted in writing by the Designating Party, a  
21   Receiving Party may disclose any information or item designated  
22   "CONFIDENTIAL" only to:

23           (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
24   as employees of said Outside Counsel of Record to whom it is reasonably necessary  
25   to disclose the information for this Action;

26           (b) the officers, directors, employees (including House Counsel) and  
27   applicable third-party administrators of the Receiving Party to whom disclosure is  
28   reasonably necessary for this Action;

1 (c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional jury or trial consultants, mock jurors, and Professional  
7 Vendors to whom disclosure is reasonably necessary for this Action and who have  
8 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (g) the author or recipient of a document containing the information or a  
10 custodian or other person who otherwise possessed or knew the information;

11 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
12 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
13 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
14 not be permitted to keep any confidential information unless they sign the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
16 agreed by the Designating Party or ordered by the court. Pages of transcribed  
17 deposition testimony or exhibits to depositions that reveal Protected Material may  
18 be separately bound by the court reporter and may not be disclosed to anyone except  
19 as permitted under this Stipulated Protective Order; and

20 (i) any mediator or settlement officer, and their supporting personnel,  
21 mutually agreed upon by any of the parties engaged in settlement discussions.

22  
23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Action as  
27 “CONFIDENTIAL,” that Party must:  
28

1 (a) promptly notify in writing the Designating Party. Such notification shall  
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order  
4 to issue in the other litigation that some or all of the material covered by the subpoena  
5 or order is subject to this Protective Order. Such notification shall include a copy of  
6 this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued  
8 by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served  
10 with the subpoena or court order shall not produce any information designated in this  
11 action as “CONFIDENTIAL” before a determination by the court from which the  
12 subpoena or order issued, unless the Party has obtained the Designating Party’s  
13 permission. The Designating Party shall bear the burden and expense of seeking  
14 protection in that court of its confidential material and nothing in these provisions  
15 should be construed as authorizing or encouraging a Receiving Party in this Action  
16 to disobey a lawful directive from another court.

17  
18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT  
19 TO BE PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced by a  
21 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
22 produced by Non-Parties in connection with this litigation is protected by the  
23 remedies and relief provided by this Order. Nothing in these provisions should be  
24 construed as prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to  
26 produce a Non-Party’s confidential information in its possession, and the Party is  
27 subject to an agreement with the Non-Party not to produce the Non-Party’s  
28 confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party  
2 that some or all of the information requested is subject to a confidentiality agreement  
3 with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within  
10 14 days of receiving the notice and accompanying information, the Receiving Party  
11 may produce the Non-Party's confidential information responsive to the discovery  
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
13 not produce any information in its possession or control that is subject to the  
14 confidentiality agreement with the Non-Party before a determination by the court.  
15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
16 of seeking protection in this court of its Protected Material.

17  
18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
22 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
23 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
24 persons to whom unauthorized disclosures were made of all the terms of this Order,  
25 and (d) request such person or persons to execute the "Acknowledgment and  
26 Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

1     13.     FINAL DISPOSITION

2             After the final disposition of this Action, as defined in paragraph 4, within 60  
3     days of a written request by the Designating Party, each Receiving Party must return  
4     all Protected Material to the Producing Party or destroy such material. As used in  
5     this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
6     summaries, and any other format reproducing or capturing any of the Protected  
7     Material. Whether the Protected Material is returned or destroyed, the Receiving  
8     Party must submit a written certification to the Producing Party (and, if not the same  
9     person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
10    (by category, where appropriate) all the Protected Material that was returned or  
11    destroyed and (2) affirms that the Receiving Party has not retained any copies,  
12    abstracts, compilations, summaries or any other format reproducing or capturing any  
13    of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14    retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15    transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16    reports, attorney work product, and consultant and expert work product, even if such  
17    materials contain Protected Material. Any such archival copies that contain or  
18    constitute Protected Material remain subject to this Protective Order as set forth in  
19    Section 4 (DURATION).

20            The Parties agree to treat documents/information as CONFIDENTIAL under  
21    this Protective Order if so marked/designated even prior to the Court’s entry of this  
22    Order.

23    //

24    //

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14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: February 8, 2023

MAYNARD COOPER & GALE LLP

By: /s/ Vivian I. Orlando

VIVIAN I. ORLANDO

KAREN T. TSUI

Attorneys for Plaintiff-in-Interpleader  
Transamerica Life Insurance Company

Dated: February 8, 2023

PETTLER & MILLER, LLP

By: /s/ Ernesto F. Aldover

JAY RILEY

ERNESTO F. ALDOVER

Attorneys for Defendant-in-Interpleader  
Carmen Chavez

Dated: February 8, 2023

KNEZ LAW GROUP, LLP

By: /s/ Matthew Knez

MATTHEW KNEZ

Attorneys for Defendant-in-Interpleader  
Elizabeth Avila

**Signature Attestation**

Pursuant to Local Rule 5-4, 3.4(a)(2)(l), I hereby certify that the content of this document is acceptable to counsel for Defendants-in-Interpleader Carmen Chavez and Elizabeth Avila, and that I have obtained authorization to affix their electronic signatures to this document.

/s/ Vivian I. Orlando

Vivian I. Orlando



1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3  
4 DATED: February 9, 2023

*Patricia Donahue*

HON. PATRICIA DONAHUE  
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of *Transamerica Life Insurance Company v. Elizabeth  
 Avila, et al., Case No. 2:22-cv-08371-SVW-PD*. I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose  
 in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this  
 Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full address and telephone number] as  
 my California agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_